



# General terms 4db Roadshows

## Article 1 - Definitions and applicability

- 1.1 In these general terms the following meanings shall apply:
  1. Services: renting, sale or service by 4db Roadshows, a brandname of Ras Roadshows BV;
  2. Days of use: the days within a rent period on which Client can effectively make use of the service of 4db Roadshows;
  3. Rent period: the period to which the current agreement applies;
  4. Location: the place(s) where 4db Roadshows shall carry out the performance;
  5. Client: everyone who concludes an agreement with 4db Roadshows or to whom 4db Roadshows submits an offer;
  6. Agreement: every agreement that is concluded between 4db Roadshows and Client, every change or addition in this agreement, as well as all arrangements to prepare and implement this agreement;
  7. Performance: all (legal) acts, including the delivery of materials and/or services or a part of them, which 4db Roadshows carries out on account of an Agreement.
- 1.2 These general terms are part of all Agreements of 4db Roadshows and shall also apply to all (other) actions and legal acts of 4db Roadshows and Client in this respect.
- 1.3 By placing an order Client shall renounce the terms that it usually applies, insofar as they are in violation with the current terms.
- 1.4 Every departure and/or addition with regard to any provision in the Agreement and/or these general terms shall only be effective if and after they have been confirmed in writing by 4db Roadshows, and in that case they shall only refer to the Agreement in question.

## Article 2 – Conclusion of Agreements

- 2.1 All offers and quotations of 4db Roadshows shall be valid during thirty days, unless they include a different period for acceptance.
- 2.2 Any inaccuracies in quotations, order confirmations, Agreements and invoices involving an apparent omission or (calculating) error can be rectified by 4db Roadshows without being bound to these inaccuracies.
- 2.3 If a quotation contains an offer that is free of obligations and this offer is accepted by Client, 4db Roadshows shall be entitled to revoke the offer within five working days after receipt of this acceptance.
- 2.4 Client shall receive a written confirmation of the commission or a written recording of the Agreement from 4db Roadshows in duplicate. Client shall confirm these confirmations of the commissions or return the written recordings of the Agreement for approval to 4db Roadshows within seven days after receipt, after which 4db Roadshows shall return a legally valid signed copy to Client as a confirmation of the commission.

## Article 3 - Delivery and delivery times

- 3.1 The stated of agreed delivery times or periods shall always be stated by approximation and shall not be fatal periods, unless explicitly agreed otherwise.
- 3.2 4db Roadshows shall always be entitled to demand sufficient securities for claiming the fulfilment of payment obligations of Client before delivery or before continuing with the delivery.
- 3.3 If Client still has any payment obligation towards 4db Roadshows, in particular if invoices of 4db Roadshows have not been paid wholly or partly by Client, 4db Roadshows shall be entitled to suspend the obligation to deliver until Client has met all its obligations.
- 3.4 4db Roadshows shall delivery every Performance in the way that has been agreed in writing; 4db Roadshows shall be authorized to deliver the Performance wholly or partly through delivery (of materials and/or services) by third parties.

## Article 4 - Licenses and intellectual property rights and copyrights

- 4.1 Client shall be responsible, at his own expense and risk, for applying for licenses and obtaining the licenses, approvals and exemptions in time that may be required or obliged for the Performance, which will be registered in the name of 4db Roadshows.
- 4.2 Client shall be responsible, at his own expense and risk, for complying with any municipal bye-laws in time and in an adequate way, including the transfer of charges levied locally on projections over public land. Client shall guarantee that regulations related to licenses, approvals, exemptions and registration obligations shall be observed.
- 4.3 If authorities have specific environmental requirements regarding the Performance or if they impose fines, Client shall indemnify 4db Roadshows against this and shall keep 4db Roadshows indemnified against these fines.
- 4.4 If 4db Roadshows submits an application for Client, this shall be done at the expense and risk of Client.
- 4.5 Client shall meet all claims of third parties regarding (intellectual) property rights that are related to the Performance. Rights of intellectual property shall be taken to mean, amongst others, however not exclusively, copyrights, brand rights (logos and titles), domain names, drawings, models and know-how.
- 4.6 Client shall be responsible for the transfer of rights and fees to the third party and/or copyright organization in question and indemnify 4db Roadshows, if necessary, if the latter is addressed by a third party with regard to this.
- 4.7 (Programme) format rights, concepts and ideas developed by 4db Roadshows for the Performance shall remain exclusive property of 4db Roadshows. During the period to which the Agreement refers Client shall solely obtain the non-exclusive rights of use for such format rights, concepts or ideas, unless agreed differently in writing.
- 4.8 All rights of industrial and intellectual property with regard to the hardware that is the basis of the Performance shall solely and exclusively belong to 4db Roadshows.



## **Article 5 - Location**

- 5.1 Client shall take care in time that the Performance can be delivered by 4db Roadshows at a paved Location with a sufficient load bearing capacity for the means of transport of 4db Roadshows.
- 5.2 Client shall see to it that 4db Roadshows can reach the Location over a well-paved and sufficiently wide road without any restrictions with the means of transport applied by 4db Roadshows and any called-in third parties.
- 5.3 If a Performance has to be delivered partly or wholly on an unpaved base, Client shall see to it that, for example, steel plankings (or something similar) are placed with a minimum thickness of 10 mm, that is to say, if the base gives cause for this. This shall be assessed and approved by 4db Roadshows.
- 5.4 A Location at which a Performance has to be delivered must be virtually flat. A certain slope of the Location (at most 15 centimetres vertically per 10 running metres, measured horizontally) is allowed, providing this was previously suggested to 4db Roadshows for assessment and providing it has been accepted by 4db Roadshows in writing.
- 5.5 Client shall be responsible at his own expense and risk for sufficient and protected parking facilities for the above-mentioned means of transport. Furthermore, Client shall provide sufficiently suitable room upon first request of 4db Roadshows, which can be closed well, for the storage of materials and tools of 4db Roadshows and/or of the third parties called in by 4db Roadshows, which are required in connection with the Performance.
- 5.6 Client shall take care that when 4db Roadshows delivers the Performance that the latter shall not be hindered in any case by third parties, for example by spectators or interested persons.
- 5.7 With regard to the aforementioned, Client shall be responsible at his own expense and risk for providing sufficient assistance and security in time by means of people and appliances, in any case from the moment that 4db Roadshows will arrive at the location until the location is delivered again by 4db Roadshows.
- 5.8 The (layout of the) Location shall minimally meet the requirements as stated in the Agreement. Client shall be responsible for making the Location, at which or in which 4db Roadshows will deliver the Performance, ready in time.
- 5.9 The layout of the Location, in particular the place where the Performance has to be delivered, as well as electricity, gas and water facilities, shall be such that 4db Roadshows can deliver the Performance without it being necessary for 4db Roadshows to take special measures, without having to do extra work and without it being possible to cause damage to materials of 4db Roadshows or of third parties called in by 4db Roadshows
- 5.10 The connection to electricity, gas and water facilities available at the location rented by Client shall always be at the risk of Client, also in the event that the actual connection has been carried out by employees of 4db Roadshows or by 4db Roadshows, except in the event of gross negligence or intention.
- 5.11 Client shall take care that 4db Roadshows can start with breaking down the rented materials or materials made available or obtained in trust immediately after the delivered Performance, in conformity with the times stated in the Agreement.
- 5.12 If it is agreed that the rented materials or materials that have been made available or obtained in trust shall be removed by 4db Roadshows at a Location, Client shall give 4db Roadshows the opportunity to do this with due observance of a sufficient disassembly time. The route that 4db Roadshows has to follow in this respect must be kept free again from obstacles or delivered free of obstacles by Client. If damage is caused to the rented materials when leaving the location (for example, but not exclusively, to tyres as a result of sharp materials), Client shall be liable for the costs of replacement and repair.
- 5.13 The use and consumption of all matters made available by Client or by third parties at the request of Client at the Location, such as electricity, electric installations, water, gas, sound installation and other materials and auxiliary means shall always be at the expense and risk of Client.

## **Article 6 - Guarantee**

- 6.1 The materials rented or made available by 4db Roadshows to Client or materials obtained in trust shall be in a good state of repair.
- 6.2 Client shall not be allowed to operate the materials rented from 4db Roadshows, unless with explicit permission by 4db Roadshows. If necessary 4db Roadshows shall appoint one or several persons who can operate the hired materials. It is necessary that the instructions of 4db Roadshows are strictly observed for the use of the hired materials.
- 6.3 If Client notifies 4db Roadshows in time that the rented materials or materials made available or obtained in trust do not comply with the Agreement, the service department of 4db Roadshows shall carry out the necessary repairs as soon as possible.
- 6.4 If the materials do not comply with the Agreement as a result of any action by Client that is in violation with the Agreement, the costs related to the repair shall be charged separately to Client.

## **Article 7 - Acceptance and complaint**

- 7.1 The testing and inspecting of the delivered and/or rented materials shall take place at once after receipt by Client. Any objections, failures and/or defects shall be reported at once in writing to 4db Roadshows.
- 7.2 Complaints regarding non-visible failures and/or defects shall be reported at once to 4db Roadshows after establishing them, so that 4db Roadshows shall be able to investigate the correctness of the complaints in question on location and carry out repairs, if necessary.
- 7.3 Without the above-mentioned reports and if Client has not carried out an adequate or full test or inspection, the materials shall be considered to have been rented without any damage to the paint, defects or failures, and the Performance shall be considered to have been delivered in conformity with the Agreement.
- 7.4 Client shall be forbidden, except in the event of written permission by 4db Roadshows, to move the rented materials or materials made available or obtained in trust to a different location than the agreed Location.



#### **Article 8 - Use of rented materials or materials made available or materials taken in trust by 4db Roadshows**

- 8.1 Client shall solely use materials that have been rented to Client or made available to Client or obtained in trust for the agreed purpose and in accordance with the operating instructions and instructions provided by 4db Roadshows.
- 8.2 Client shall not be allowed to let third parties use the hired materials or materials made available to Client or materials that are in its trust, or to make them available to third parties or subrent them without prior written permission by 4db Roadshows.
- 8.3 4db Roadshows shall be entitled at any time to check that Client is meeting his obligations, for which purpose Client shall always grant free access to 4db Roadshows or a person to be appointed by 4db Roadshows or take care that free access is available for them to the location where the hired materials or materials that have been made available or are in trust are located.
- 8.4 Client shall not be allowed to introduce any changes of whatever nature to the hired materials or materials that have been made available or obtained in trust and/or paint these materials and/or cover them (for example, with stickers) or change them in any other way (with regard to their exterior), without prior written permission by 4db Roadshows.
- 8.5 All materials that are in trust of 4db Roadshows or rented by 4db Roadshows shall include an acknowledgement of 4db Roadshows. This acknowledgement is or shall always be introduced by 4db Roadshows in style with the representative quality of the material and/or applied lettering or paintwork. This acknowledgement shall not be larger than five percent of the available total surface and shall never be removed, taped up or covered by Client.

#### **Article 9 - Returning and bringing back hired materials in original state**

- 9.1 Client shall make the materials, which they hired or were made available to them or they obtained in trust, available again to 4db Roadshows or deliver them to 4db Roadshows identically to as they were when received, therefore in a good technical condition, also externally.
- 9.2 The moment of returning the materials is the moment that 4db Roadshows shall have properly and completely received all hired materials or materials it made available or materials that were obtained in trust.
- 9.3 If 4db Roadshows has given its explicit permission to Client for introducing and/or paintwork and/or spraying or introducing other (external) changes to the hired materials and/or materials it made available or materials that were obtained in trust, all costs involved with bringing back these materials in the original state shall be incurred by Client.
- 9.4 If Client has commissioned 4db Roadshows to apply lettering or paintwork, Client shall remain responsible for the removal of the applied lettering or paintwork. The related costs shall remain at the expense of Client.
- 9.5 If 4db Roadshows gives a cost estimate regarding the removal of the lettering or paintwork, this shall always be an estimation of these costs. If there are unforeseen costs during or after the removal, these shall always be incurred by Client.
- 9.6 The Agreement shall continue to be at the expense and risk of Client during the period of repair under the same (hiring) conditions as stated in the Agreement.

#### **Article 10 - Payments**

- 10.1 If nothing else has been agreed, Client shall pay the price at the time of the delivery of the Performance in cash without a discount or compensation, possibly under deduction of (partial) advance payment.
- 10.2 If the event, for which Client has called in 4db Roadshows, is cancelled or discontinued, for whatever reason, Client shall have to pay the sum of the Agreement. The outstanding sum shall be paid as yet in the manner as arranged in this article.
- 10.3 If the hired materials have not been used anymore for the purpose for which they were hired during the hiring period because of fire, storm, or whatever reason of force majeure, or if the use of the hired materials is refused by a competent authority, the agreed rent shall remain payable and Client cannot claim any refund. Client shall conclude an insurance for these costs.
- 10.4 If it is agreed that an invoice will be sent, Client shall pay the price without a discount or compensation within 14 days after the invoice date, unless a different term has been agreed.
- 10.5 If 4db Roadshows thinks that there is a reason to do so, it may demand that Client pays an advance or provides a bank guarantee at a renowned financial institute in the Netherlands to cover initial costs.
- 10.6 When exceeding the term of payment, Client shall pay an interest that equals the statutory interest as laid down in art. 6:119-A of the Netherlands Civil Code, increased by two percent, as from the due date of the invoice, without requiring any proof of default.
- 10.7 When exceeding the term of payment, Client shall also pay all (extra)judicial collection costs. These costs shall be fixed in advance at a sum of at least 15% of the main sum that is at issue.
- 10.8 Requests for payment by 4db Roadshows itself shall entitle the latter to charge € 25.= to Client for administration costs for each request and/or demand for payment.
- 10.9 If Client is not a legal person, the person with whom 4db Roadshows makes binding arrangements, for whatever organization, shall be privately liable for all obligations that result from the Agreement concluded with 4db Roadshows.

#### **Article 11 - Force majeure**

- 11.1 In the event of force majeure 4db Roadshows shall be entitled to suspend the implementation of the Agreement or dissolve the Agreement partly or wholly, without being obliged to pay any damages towards Client.
- 11.2 In the event of a partial dissolution a sum shall be deducted, which shall at most be the sum for the work that has not been carried out as part of the Agreement, insofar as it falls within the period from the date of cancelation until the date on which 4db Roadshows can offer a reasonable replacement of the hired materials.
- 11.3 Force majeure that applies to 4db Roadshows shall include: strikes by, or sickness of employees of 4db Roadshows and third parties called in for the implementation of the Performance, measures and/or prohibitions by the Dutch and/or foreign government, not foreseeable and not predictable traffic obstructions, accident(s) with the means of transport used by 4db Roadshows or by a third party



called in by 4db Roadshows, unforeseeable technical failures with these means of transport, the absence of the required licenses or exemptions, the failure to observe obligations by suppliers of 4db Roadshows, theft of materials required for delivering the Performance, weather conditions, including wind force and a certain slope of the Location, so that it is unsafe or dangerous to build up the materials to be supplied, and all circumstances as a result of which 4db Roadshows cannot perform adequately (in time), without 4db Roadshows being culpable for this in any whatsoever.

11.4 A default by 4db Roadshows shall not block 4db Roadshows from pleasing force majeure.

11.5 In the event of force majeure 4db Roadshows shall be entitled to collect or have a third party collect all materials at once that have been made available to Client by 4db Roadshows or materials that have been obtained in trust.

#### **Article 12 - Liability, insurance and indemnification**

12.1 In the event that goods are rented to Client by 4db Roadshows, Client shall be liable - until these goods have been returned - for all impairment which is the result of damage, loss or destruction of rented materials and/or materials that have been made available or obtained in trust, by whatever cause, as well as for damage that is caused by and/or with these materials, as if he were the owner, possessor and user.

12.2 Client shall be liable for all damage sustained by 4db Roadshows if Client does not immediately deliver the materials properly after the termination of the period in which they were rented or made available. This damage shall be at least ten percent of the value of the materials in question that were rented or made available or obtained in trust.

12.3 Client shall be obliged to fully insure the hired materials and/or materials that have been made available or obtained in trust as well as all risks related to the Performance of 4db Roadshows and keep them insured against all insurable damage on behalf of 4db Roadshows, unless agreed otherwise. Upon request Client shall submit a copy of the policy and policy conditions to 4db Roadshows.

12.4 When the hired materials are returned and it turns out that parts are damaged and/or the numbers do not correspond with the number of materials that have been made available by 4db Roadshows to Client, Client shall be liable for this damage and/or the absent parts. Client shall then pay the damage and/or value of the absent parts – as charged by 4db Roadshows - to 4db Roadshows.

12.5 Client shall be liable for all damage, caused by damage, destruction or loss of materials or by injury or death of persons, which are caused directly or indirectly during and/or by the Performance of 4db Roadshows at the Location.

12.6 4db Roadshows shall not be liable for theft, embezzlement or damage to materials of Client or of third parties or injury of persons, who are located in/at or on the materials that have been rented or made available or obtained in trust by 4db Roadshows.

12.7 If Client is liable on the basis of the law, these general terms or on the basis of any Agreement with 4db Roadshows and a third party makes an appeal to 4db Roadshows in this respect, Client shall fully indemnify 4db Roadshows and compensate the damage.

12.8 If 4db Roadshows is liable for any damage, despite the provisions in the Agreement and these general terms, each liability of 4db Roadshows shall be limited to the sum that is paid out under the business liability insurance of 4db Roadshows in the case in question. This limitation of the liability shall apply insofar as the damage is the result of intention or gross negligence by 4db Roadshows.

12.9 In all cases the liability of 4db Roadshows shall be limited to the invoice amounts related to the delivered Performance.

#### **Article 13 - Liability regarding materials taken in trust by 4db Roadshows**

13.1 In the special situation that 4db Roadshows uses materials delivered by 4db Roadshows to Client and transfers the ownership for the implementation of or as part of the Performance, 4db Roadshows shall insure these materials at the expense and risk of Client. Such an insurance shall only apply if specific costs are attributed to Client for this purpose in the Agreement.

13.2 If the materials referred to in the previous paragraph that have been made available to 4db Roadshows or obtained in trust by 4db Roadshows shall be considered as lost by the insurance company of 4db Roadshows (in the event of theft or total loss), the sum that 4db Roadshows shall pay to Client shall not exceed the sum that 4db Roadshows receives as a payment from the insurance company. In that case Client shall cooperate in the transfer of property of the (remnants of the) materials that have been made available or obtained in trust to the insurance company and, if necessary, renounce them.

#### **Article 14 - Default and dissolution**

14.1 If Client does not (adequately) fulfil any obligation or does not meet any obligation in time that may arise from the Agreement concluded with 4db Roadshows and/or that may arise from the law, Client shall be in default without proof of default and 4db Roadshows shall be entitled to suspend the implementation of the Agreement and/or dissolve this Agreement and directly related Agreements wholly or partly, without 4db Roadshows being obliged to pay any damages and without prejudice to further rights to damages belonging to 4db Roadshows and/or payment of the Performance carried out by 4db Roadshows.

14.2 In the event of (provisional) suspension of payment, bankruptcy of Client, the closing down or liquidation of the company of Client, or if Client is placed under guardianship, that is to say, if Client is a natural person, all Agreements with Client shall be dissolved by operation of law, unless 4db Roadshows notifies Client that it shall suspend the observation of (part of) the Agreement(s) in question within a reasonable period, until the payment has been sufficiently secured, without prejudice to the further rights belonging to 4db Roadshows.

14.3 4db Roadshows shall be entitled to terminate the Agreement if a permanent force majeure applies to Client. Client shall then compensate all costs that 4db Roadshows has incurred or will still incur to 4db Roadshows.

14.4 In each of the paragraphs 1,2 and 3 of the cases mentioned in this article the following shall apply: debts of Client to be paid to 4db Roadshows shall be forthwith due and payable, Client shall be obliged to return the rented materials or materials that have remained unpaid at once and 4db Roadshows shall be entitled to enter the sites and premises of Client in order to take possession of these materials.

14.5 If the Agreement refers to several Performances which have to be delivered in a consecutive period, this will be referred to as so-called deployment days and/or hiring days in the Agreement. In that case the above-mentioned rates shall apply at most to the above-mentioned days of use for each consecutive period. If and insofar as there are less days of use per period than stated in the Agreement, there shall not be any settlement.

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#### **Article 15 - Other provisions**

15.1 4db Roadshows shall be allowed to show the name of Client, his logo, photos or moving images and the name of the project on its website.

#### **Article 16 – Choice of law and competent court**

16.1 This Agreement and these terms shall be governed by Dutch law.

16.2 All disputes arising by reason of the Agreement or by reason of these terms shall be subjected to the judgement of the competent court in Amsterdam, insofar as not prescribed imperatively by law otherwise, on the understanding that 4db Roadshows shall be entitled to institute actions, whether or not simultaneously, against Client at other courts of justices, which are competent to take cognizance of such claims.